

AG Contract No. KR95 1400TRN  
ADOT ECS File: JPA 95-95  
Project No.: BR-984(66)P  
TRACS No.: SB358 42D  
Section: Bridge Scour Evaluation  
and Analysis

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 8 September, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF FLAGSTAFF acting by and through its MAYOR and CITY  
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. Congress has authorized appropriations for, but not  
limited to, design studies, the construction of streets and  
primary, feeder and farm-to-market roads; the replacement of  
bridges; the elimination of roadside obstacles; and the  
application of pavement markings.

4. Such project within the boundary of the City has been  
agreed to by the City and will be submitted to the Federal  
Highway Administration (FHWA) for its approval.

NO. <u>2009/</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/08/95</u>
<u>Gene of the Hull</u>
Secretary of State
By <u>Vicky J. Guenard</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$	5,500.00
Federal Aid Funds @ 80%	\$	4,400.00
City Funds @ 20%	\$	1,100.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to furnish and provide City funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received. The State covenants and agrees to expend all funds received from the City hereunder solely on the work to be performed hereunder.

3. The City may request the State, as authorized agent for the City, and all at City and FHWA expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work shall consist of, but not be specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement. The State shall perform such work as contemplated herein as requested by the City, but only to the extent of the funds provided by the City and FHWA hereunder.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid, administering funds received by the City and FHWA hereunder, and performing the work set forth herein on the terms and conditions hereof, all at the expense and financial responsibility of the City and FHWA; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	City of Flagstaff
Joint Project Administration	City Manager
205 S. 17th Avenue - 616E	211 West Aspen Avenue
Phoenix, AZ 85007	Flagstaff, AZ 86001


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF FLAGSTAFF**


**STATE OF ARIZONA**

Department of Transportation

By   
CHRISTOPHER J. BAVASI  
Mayor

By   
PETER L. ENO  
Contract Administrator

ATTEST:

By   
LINDA BUTLER  
City Clerk

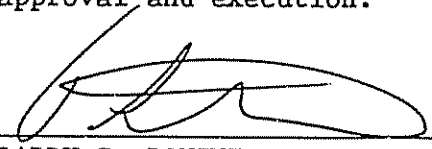
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JPA 95-95

RESOLUTION

BE IT RESOLVED on this 28th day of June 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of defining responsibilities for conducting bridge scour analysis in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 2016

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE ARIZONA DEPARTMENT OF TRANSPORTATION CONCERNING A CITY AND FEDERAL JOINTLY FUNDED BRIDGE SCOUR EVALUATION AND ANALYSIS.

WHEREAS, the United States Congress has authorized appropriations for distribution, through the Federal Highway Administration (the "FHA"), to the respective states, for purposes, among others, of the design, construction and replacement of streets and bridges; and

WHEREAS, the Bridge Group of the Highways Division of the Arizona Department of Transportation ("ADOT") is in the process of conducting a Bridge Scour Evaluation and Analysis (the "Study") with bridge replacement funds made available to ADOT through the program described above; and

WHEREAS, the Study is being funded in its entirety eighty percent (80%) by the FHA through the above-described program, and twenty percent (20%) by local governments in whose jurisdictions the bridges being studied are located; and

WHEREAS, ADOT has offered to include the City of Flagstaff in the Study, in consideration of the City's commitment to provide such twenty percent (20%) matching funds as described; and

WHEREAS, ADOT has proffered an Intergovernmental Agreement, ADOT No. JPA 95-95, between ADOT and the City, to include the City in the Study and to provide for the payment and administration of matching funds by the FHA and the City therefor; and

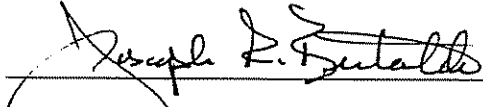
WHEREAS, it would be in the City's best interests, for the continued safety and maintenance of its bridges, to participate in the Study;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23<sup>rd</sup> day of August, 1995.

  
\_\_\_\_\_  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1400-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of September, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath". The signature is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8918G/97